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Attorneys for YERBA BUENA ENGINEERING  
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MUTUAL INSURANCE CO.

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

UNITED STATES OF AMERICA, for the  
use and benefit of:

J.S. COLE COMPANY, a California  
corporation

Plaintiff,

v.

YERBA BUENA ENGINEERING &  
CONSTRUCTION, INC., a California  
corporation, MACHADO BROS., INC., a  
California corporation, LIBERTY  
MUTUAL INSURANCE COMPANY, a  
Massachusetts corporation, and DOES 1  
through 10, inclusive,

Defendants.

CASE NO. C 14-01293 NC

**STIPULATION FOR DISMISSAL  
PURSUANT TO F.R.CIV.P.41(A)(1);  
AND ORDER THEREON**

**[Assigned to Magistrate Judge  
Nathanael M. Cousins]**

1 Plaintiff J.S. COLE COMPANY ("J.S. COLE") and Defendants YERBA BUENA  
2 ENGINEERING & CONSTRUCTION, INC. ("YERBA BUENA") and LIBERTY MUTUAL  
3 INSURANCE COMPANY ("LIBERTY"), by and through their attorneys of record, file this  
4 Stipulation for Dismissal.

5 Plaintiff J.S. COLE COMPANY served Defendant MACHADO BROS., INC.  
6 ("MACHADO") with the Summons and Complaint but did not require MACHADO to file any  
7 responsive pleading or to appear in this action.

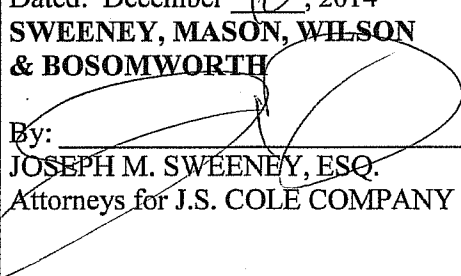
8 Plaintiff and Defendant YERBA BUENA executed a Payment and Assignment Agreement  
9 that settled all aspects of the lawsuit against Defendants. The Payment and Assignment  
10 Agreement contained payment obligations which continued to November 2014. To date, all  
11 payments have been made pursuant to the Payment and Assignment Agreement.

12 Plaintiff moves to dismiss with prejudice this action against all Defendants YERBA  
13 BUENA, MACHADO and LIBERTY as all payments have been made.


14 This Stipulation and Order may be signed in counterparts, and electronic and facsimile  
15 signatures shall be valid and as binding as original signatures.

16 **IT IS SO STIPULATED.**

17 Dated: December 10, 2014  
18 **SWEENEY, MASON, WILSON  
& BOSOMWORTH**

19 By:   
20 JOSEPH M. SWEENEY, ESQ.  
21 Attorneys for J.S. COLE COMPANY  
22

Dated: December 10, 2014  
**ROSALES LAW PARTNERS, LLP**

By:   
KRIS A. COX, ESQ.  
Attorneys for YERBA BUENA  
ENGINEERING & CONSTRUCTION, INC.  
and LIBERTY MUTUAL INSURANCE CO.

23 **ORDER**

24 Having read the foregoing Stipulation and good cause appearing therefore, this action is  
25 hereby ordered dismissed with prejudice, each party to bear its own attorney's fees and costs.  
26

27 Dated: December 10, 2014  
28

HONORABLE  
JUDGE OF



STIPULATION FOR DISMISSAL PURSUANT TO F.R.C.P. 4

COUSINS

THOMSON